

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
DIVISION OF JUDGES**

THE COLUMBUS SHOW CASE
COMPANY D/B/A CSC WORLDWIDE
AND CSC SPECIALTY RETAIL GROUP, LLC,
A SINGLE EMPLOYER

and

Case 09–CA–112725

SHEETMETAL WORKERS INTERNATIONAL
ASSOCIATION, LOCAL UNION NO. 24, AFL-CIO

and

Case 09–CA–112731

COUNCIL OF INDUSTRIAL WORKERS,
UNITED BROTHERHOOD OF CARPENTERS
AND JOINERS OF AMERICA, LOCAL 2077

and

Case 09–CA–113317

INTERNATIONAL BROTHERHOOD OF ELECTRICAL
WORKERS, LOCAL UNION 683, AFL-CIO

and

Case 09–CA–113319

INTERNATIONAL UNION OF PAINTERS AND
ALLIED TRADES, DISTRICT COUNCIL 6,
LOCAL UNION NO. 1275, AFL-CIO, CLC

and

Case 09–CA–113323

GLAZIERS, ARCHITECTURAL METAL AND
GLASS WORKERS LOCAL UNION NO. 372

Zuzana Morarova, Esq., for the General Counsel.

DECISION

Statement of the Case

Arthur J. Amchan, Administrative Law Judge. On May 20, 2015, the Board granted the General Counsel's motion for default judgment on all allegations except those set forth in paragraph 7(c)(i) of the complaint. That subparagraph alleges that Respondent failed to continue in effect all terms and conditions of its collective bargaining agreement with the Charging Parties. More specifically, it alleges that Respondent utilized managers and supervisors to perform bargaining unit work before offering all laid-off unit employees recall to employment.

Respondent, The Columbus Show Case Company d/b/a CSC Worldwide and CSC Specialty Retail Group, a single employer, asserts that it is defunct and has no assets. It also stated it would not appear at the hearing scheduled on August 19, 2015 at 9:00 a.m. in the council chambers of the Reynoldsburg City Administration Building, Reynoldsburg, Ohio to litigate the allegations in the complaint. Therefore I issued an Order on July 16 2015 directing Respondent to file with the Division of Judges no later than July 27 a sworn affidavit that it intends to appear at the hearing. The Order stated that all allegations in the complaint would be deemed admitted if Respondent did not comply with the Order. It did not do so.

Therefore, I dismissed Respondent's Answer on July 28, 2015, and deemed all facts alleged in the Answer to be admitted. I directed the General Counsel to file a brief as to how the allegations in paragraph 7(c)(i) constitute a violation of the Act. The General Counsel has done so.

By using managers and supervisors to perform bargaining unit work before offering such work to bargaining unit employees who had been laid off, Respondent failed to continue in effect all terms and conditions of its collective bargaining agreement with the charging parties. Thus, it violated Section 8(a)(5) and (1) of the Act, *Torrington Industries*, 307 NLRB 809 (1992); *Port Printing AD & Specialties*, 351 NLRB 1269, 1285 (2007).

REMEDY

Respondent failed to abide by the terms of its collective bargaining agreement by having bargaining unit work performed by non-unit personnel rather than with laid off unit members. Therefore, Respondent shall make whole unit employees for any loss of earnings and other benefits. Backpay shall be computed in accordance with *F. W. Woolworth Co.*, 90 NLRB 289 (1950), with interest at the rate prescribed in *New Horizons*, 283 NLRB 1173 (1987), compounded daily as prescribed in *Kentucky River Medical Center*, 356 NLRB No.8 (2010).

Respondent shall reimburse these employees in amounts equal to the difference in taxes owed upon receipt of a lump-sum backpay award and taxes that would have been owed had there been no discrimination. Respondent shall also take whatever steps are necessary to insure that the Social Security Administration credits the discriminatee's backpay to the proper quarters on his Social Security earnings record.

On these findings of fact and conclusions of law and on the entire record, I issue the following recommended¹

ORDER

Respondent, The Columbus Show Case Company d/b/a CSC Worldwide and CSC Specialty Retail Group, a single employer, its officers, agents and representatives, shall

1. Cease and desist from

(a) Failing to abide by the terms of its collective bargaining agreement with the Charging Party Unions, such as by using non-bargaining unit personnel to perform unit work instead of recalling laid-off employees.

(b) In any like or related manner, restraining or coercing employees in the exercise of the rights guaranteed to them by Section 7 of the Act.

2. Take the following affirmative action necessary to effectuate the policies of the Act.

(a) Abide by the terms of Respondent's collective bargaining agreement with the Charging Party Unions.

(b) In accordance with the Remedy Section of this decision, make unit employees whole for any loss of earnings and other benefits due to Respondent's use of managers and supervisors to perform bargaining unit work.

(c) Compensate unit employees for the adverse tax consequences, if any, of receiving a lump-sum backpay award, and file a report with the Social Security Administration allocating the backpay award to the appropriate calendar quarters.

(d) Preserve and, within 14 days of a request, or such additional time as the Regional Director may allow for good cause shown, provide at a reasonable place designated by the Board or its agents, all payroll records, social security payment records, timecards, personnel records and reports, and all other records, including an electronic copy of such records if stored in electronic form, necessary to analyze the amount of backpay due under the terms of this Order.

(e) Within 14 days after service by the Region, post at its Columbus, Ohio facility copies of the attached notice marked "Appendix".² Copies of the notice, on

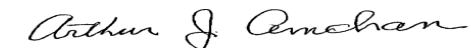
¹ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

² If this Order is enforced by a judgment of a United States court of appeals, the words in the notice reading "Posted by Order of the National Labor Relations Board" shall read "Posted Pursuant to a Judgment of the United States Court of Appeals Enforcing an Order of the National Labor Relations Board."

forms provided by the Regional Director for Region 9, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places including all places where notices to employees are customarily posted. In addition to physical posting of paper notices, the notices shall be distributed electronically, such as by email, posting on an intranet or an internet site, and/or other electronic means, if the Respondent customarily communicates with its employees by such means. Reasonable steps shall be taken by the Respondent to ensure that the notices are not altered, defaced, or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out of business or closed the facility involved in these proceedings, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since August 1, 2013.

(f) Within 21 days after service by the Region, file with the Regional Director a sworn certification of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

Dated: Washington, D.C., August 27, 2015



Arthur J. Amchan
Administrative Law Judge

APPENDIX

NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities.

WE WILL NOT refuse to bargain with the Sheet Metal Workers International Union, Local 24; Council of Industrial Workers, United Brotherhood of Carpenters, Local 2077; The International Union of Painters and Allied Trades, District Council 6, Local Union No. 1275; Glaziers, Architectural Metal and Glass Workers Local Union No. 372 and International Brotherhood of Electrical Workers, Local Union 683, as the exclusive bargaining representative of employees in their respective trades, by failing to continue in effect all terms and conditions of the June 22, 2012 collective bargaining agreement.

WE WILL NOT repudiate the terms and conditions of the 2012-2015 collective bargaining agreement by utilizing managers and supervisors to perform bargaining unit work before offering all laid-off unit employees recall to employment—without the consent of the Unions.

WE WILL NOT in any like or related manner interfere with, restrain, or coerce you in the exercise of the rights guaranteed you by Section 7 of the Act.

WE WILL make unit employees whole for any loss of earnings and other benefits due to our use of managers and supervisors to perform bargaining unit work, plus interest.

WE WILL compensate unit employees for the adverse tax consequences, if any, of receiving lump-sum benefits awards, and file a report with the Social Security Administration allocating the benefit awards to the appropriate calendar quarters for each employee.

THE COLUMBUS SHOW CASE
COMPANY D/B/A CSC WORLDWIDE
AND CSC SPECIALTY RETAIL GROUP, LLC
(Employer)

Dated _____ By _____
(Title) (Representative)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlrb.gov.

550 Main Street, Federal Building, Room 3003, Cincinnati, OH 45202-3271
(513) 684-3686, Hours: 8:30 a.m. to 5 p.m.

The Administrative Law Judge's decision can be found at www.nlrb.gov/case/09-CA-112725 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1099 14th Street, N.W., Washington, D.C. 20570, or by calling (202) 273-1940.



THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, 513-684-3686